

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

This space for Court Clerk

RECEIVED

COMMISSIONER'S COURT

AGENDA NUMBER:

REGULAR

CONSENT

INSTRUCTIONS ON THE REVERSE

2005 OCT -5 AM 8:36

FILE COPY

REQUESTING DEPARTMENT

Date: 08/25/05 Court Date: 10/14/05 Phone/Ext: 3735 Department: Public Works

Description of Agenda Item: Request Commissioners' Court

authorization to award Road Materials: Cement Treated Base.

(IFB 07106-05)

DEPARTMENT HEAD
SIGNATURE:

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: ☒ Yes
☐ No

Amount Budgeted:
(or needed)

Account Number:

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW

ADVERTISE	<input type="checkbox"/>	BIDS	<input checked="" type="checkbox"/>
AWARD	<input checked="" type="checkbox"/>	PROPOSALS	<input type="checkbox"/>

BOND REQUIRED:

ANNUAL ACTION:

AD DATES:

INS. REQD:

EFFECTIVE:

OPEN DATE/TIME:

Yes

Item Description for Agenda: Commissioners' Court consideration and approval of the award of Road Materials:

Cement Treated Base (IFB 07106-05) to TXI Operations, L.P., the sole bid received.

Remarks:

PURCHASING AGENT
SIGNATURE:

Franklin Ogden

2005-778-10-14

mkt

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED	<input type="checkbox"/>	FUNDS AVAILABLE	<input type="checkbox"/>
UNBUDGETED	<input type="checkbox"/>	ACCOUNT NUMBER FOR AVAILABLE FUNDS	
FUNDS NOT AVAILABLE	<input type="checkbox"/>	(Needed for Agenda Submission)	

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	<input type="checkbox"/>
EMERGENCY, Sec 111.010 LGC	<input type="checkbox"/>

FUNDS TRANSFER RECOMMENDATION

AMOUNT

DEPARTMENT NAME

ACCOUNT NUMBER

\$ _____ From _____
\$ _____ From _____
\$ _____ To _____
\$ _____ To _____

Remarks:

COUNTY AUDITOR
SIGNATURE:

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER
SIGNATURE:

RECEIVED
PURCHASING AGENT
105 SEP 12 10:21 AM '05
ADMINISTRATIVE
SERVICES

TO: Honorable Commissioners Court

FROM: Purchasing Department

SUBJECT: Contract/Bid Award Data

COMMISSIONERS

COURT DATE: October 14, 2005

IFB NO. 07106-05

TITLE# Road Materials: Cement Treated Base

224 Bidders were notified through RFP Depot

13 Bidders viewed the specifications via RFP Depot

1 Bidder(s) responded to the bid as follows:

TXI Operations, L.P.

IFB# 07106-05 is recommended to TXI Operations, L.P., the sole bid received meeting specifications as evaluated by the Purchasing Department and by the Public Works Department.

The department estimates expenditures of \$50,000 for fiscal year 2006.

Please contact the Purchasing Department at extension 4103, should you have questions or need any additional information.

Bid #07106-05 - Road Materials: Cement Treated Base

Creation Date Jul 18, 2005

End Date Sep 8, 2005 2:00:00 PM CDT

Start Date Aug 9, 2005 4:12:29 PM CDT

Awarded Date Not Yet Awarded

07106-05-1-01 CEMENT TREATED BASE (CTB): PRICE PER TON AT PLANT SITE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$20.00	1 / ton	\$20.00		
Agency Notes:		Vendor Notes:			

07106-05-1-02 CEMENT TREATED BASE (CTB): PRICE PER TON DELIVERED TO VARIOUS SITES					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$29.17	1 / ton	\$29.17		
Agency Notes:		Vendor Notes:			

07106-05-2-01 CEMENT STABILIZED BACKFILL (CSB-1): PRICE PER TON AT PLANT SITE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$19.00	1 / ton	\$19.00		
Agency Notes:		Vendor Notes:			


07106-05-2-02 CEMENT STABILIZED BACKFILL (CSB-1): PRICE PER TON DELIVERED TO VARIOUS SITES					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$28.17	1 / ton	\$28.17		
Agency Notes:		Vendor Notes:			


07106-05-3-01 CEMENT STABILIZED BACKFILL (CSB-2): PRICE PER TON AT PLANT SITE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$20.00	1 / ton	\$20.00		
Agency Notes:		Vendor Notes:			


07106-05-3-02 CEMENT STABILIZED BACKFILL (CSB-2): PRICE PER TON DELIVERED TO VARIOUS SITES					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$29.17	1 / ton	\$29.17		
Agency Notes:		Vendor Notes:			

07106-05-4-01 COUNTY STOCKPILE: Cement Stabilizing of County Owned Materials					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> \$12.75	1 / ton	\$12.75		
Agency Notes:		Vendor Notes:			

07106-05-5-01 FUEL CHARGE: FUEL CHARGE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/> 10.00%	1 / each	10.00%		
Agency Notes:		Vendor Notes:			

07106-05-6-01 MISC INFORMATION: LOCATION OF PLANT SITE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/>	1 / each			
Agency Notes:			Vendor Notes: 10615 Spangler Road Dallas, TX 75220		

07106-05-6-02 MISC INFORMATION: MILEAGE FROM PLANT SITE TO INTERSECTION OF HWY. 380/US 75					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/>	1 / each			
Agency Notes:			Vendor Notes: 35 Miles		

07106-05-6-03 MISC INFORMATION: PLANT HOURS					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TXI Operations, LP	<input checked="" type="checkbox"/>	1 / each			
Agency Notes:			Vendor Notes: Monday-Friday 7 A.M. to 5 P.M. Extended hours are negotiable.		

Vendor Totals

TXI Operations, LP	\$158.26
Bid Contact Dan Richwine drichwine@txi.com Ph 972-409-3242	Address 10615 Spangler Road Dallas, TX 75220
Agency Notes:	Vendor Notes:

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Solicitation 07106-05

Road Materials: Cement Treated Base

Collin County

Bid 07106-05
Road Materials: Cement Treated Base

Bid Number **07106-05**
Bid Title **Road Materials: Cement Treated Base**

Bid Start Date **Aug 9, 2005 4:12:29 PM CDT**
Bid End Date **Sep 8, 2005 2:00:00 PM CDT**

Bid Contact **Matt Dobecka CPPB**
Contract Administrator
Collin County Purchasing
972-548-4103
mdobecka@co.collin.tx.us

Contract Duration **4 years**
Contract Renewal **Not Applicable**
Prices Good for **90 days**

Bid Comments **The intended use/purpose for this Invitation For Bid is to describe the cement treated base needed by Collin County. Cement shall conform to the Texas Highway Department Standards as set forth in Item #524, Standard Specifications for Construction of Highways, Streets and Bridges, 1995 Edition, Texas Department of Public Highways and Transportation.**
Added on Aug 25, 2005:
Extended Due Date.
Added on Sep 1, 2005:
Extended Due Date.
Added on Sep 8, 2005:
Replaced Special Conditions and Specifications and bid form documents with newer versions.

Changes made on Aug 25, 2005 1:56:45 PM CDT

Previous End Date **Aug 25, 2005 2:00:00 PM CDT** New End Date **Sep 1, 2005 2:00:00 PM CDT**

Changes made on Sep 1, 2005 1:52:32 PM CDT

Previous End Date **Sep 1, 2005 2:00:00 PM CDT** New End Date **Sep 8, 2005 2:00:00 PM CDT**

Changes made on Sep 8, 2005 9:03:02 AM CDT

New Documents

Bid Form.doc
Special Conditions and
Specifications.doc

Removed Documents

Bid Form.doc
Special Conditions and
Specifications.doc

Addendum to Lot "FUEL CHARGE"

Previous Name **HAUL RATE**

New Name **FUEL CHARGE**

Previous Description **BIDDER SHALL PROVIDE HAUL
RATE SCHEDULE FOR
DELIVERED PRODUCT**

New Description **BIDDER SHALL PROVIDE THE
PERCENT OVER THE OPIS
RACK RATE FOR DALLAS/FT.
WORTH.**

Changes were made to the following items:

HAUL RATE SCHEDULE
FUEL CHARGE

Item Response Form

Item **07106-05-1-01 - CEMENT TREATED BASE (CTB): PRICE PER TON AT PLANT SITE**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Bidders Plant Site
plant
texas TX xxxxxxxx
Qty 1

Description
PRICE PER TON AT PLANT SITE

Item **07106-05-1-02 - CEMENT TREATED BASE (CTB): PRICE PER TON DELIVERED TO
VARIOUS SITES**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1

Description
PRICE PER TON DELIVERED TO VARIOUS SITES
THROUGHOUT COLLIN COUNTY

Item **07106-05-2-01 - CEMENT STABILIZED BACKFILL (CSB-1): PRICE PER TON AT PLANT
SITE**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Bidders Plant Site
plant
texas TX xxxxxxxx
Qty 1

Description
PRICE PER TON AT PLANT SITE

Item **07106-05-2-02 - CEMENT STABILIZED BACKFILL (CSB-1): PRICE PER TON
DELIVERED TO VARIOUS SITES**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1

Description
PRICE PER TON DELIVERED TO VARIOUS SITES
THROUGHOUT COLLIN COUNTY

Item **07106-05-3-01 - CEMENT STABILIZED BACKFILL (CSB-2): PRICE PER TON AT PLANT
SITE**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Bidders Plant Site
plant
texas TX xxxxxxxx
Qty 1

Description
PRICE PER TON AT PLANT SITE

Item **07106-05-3-02 - CEMENT STABILIZED BACKFILL (CSB-2): PRICE PER TON
DELIVERED TO VARIOUS SITES**
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**
Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1

Description
PRICE PER TON DELIVERED TO VARIOUS SITES
THROUGHOUT COLLIN COUNTY

Item **07106-05-4-01 - COUNTY STOCKPILE: Cement Stabilizing of County Owned Materials
PRICE TO MIX WATER AND 5.5% CEMENT
(TYPE I-ASTM C 150) TO COUNTY STOCKPILED
ROAD MATERIALS AS DESCRIBED IN PARAGRAPH
4.13.7 AT PLANT SITE**
Lot Description
Quantity **1 ton**
Unit Price
Delivery Location **Collin County**

Collin County- See P.O.
See P.O. for Delivery Location
See P.O. TX -
Qty 1

Description

PRICE TO MIX WATER AND 5.5% CEMENT
(TYPE I-ASTM C 150) TO COUNTY STOCKPILED
ROAD MATERIALS AS DESCRIBED IN PARAGRAPH 4.13.7 AT PLANT SITE

Item	07106-05-5-01 - FUEL CHARGE: FUEL CHARGE
Lot Description	BIDDER SHALL PROVIDE THE PERCENT OVER THE OPIS RACK RATE FOR DALLAS/FT. WORTH.
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location See P.O. TX - Qty 1

Description

BIDDER SHALL PROVIDE THE PERCENT OVER THE OPIS RACK RATE FOR DALLAS/FT. WORTH FOR DELIVERY OF MATERIAL.

Changes made on Sep 8, 2005 9:03:02 AM CDT

Previous Title

New Title **FUEL CHARGE**

Added Item

Item	07106-05-6-01 - MISC INFORMATION: LOCATION OF PLANT SITE
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location See P.O. TX - Qty 1

Description

BIDDER SHALL STATE THE LOCATION OF THE PLANT SITE.

Item	07106-05-6-02 - MISC INFORMATION: MILEAGE FROM PLANT SITE TO INTERSECTION OF HWY. 380/US 75
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location See P.O. TX - Qty 1

Description

BIDDER SHALL STATE MILEAGE FROM PLANT SITE TO INTERSECTION OF HWY. 380/US 75

Item **07106-05-6-03 - MISC INFORMATION: PLANT HOURS**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Collin County**

Collin County- See P.O.

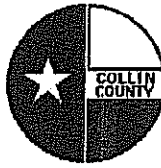
See P.O. for Delivery Location

See P.O. TX -

Qty 1

Description

BIDDER SHALL STATE PLANT HOURS.

**COLLIN COUNTY, TEXAS****INVITATION FOR BID**

**ELECTRONIC OR HARD COPY PAPER
BIDS SHALL BE SUBMITTED AND
RECEIVED NO LATER THAN BID END
TIME AS FOLLOWS:**

2:00 P.M., Thursday, August 25, 2005

**SUBMIT SEALED HARD COPY PAPER
BIDS TO:**

Office of the Collin County Purchasing Agent
Collin County Courthouse Annex A
200 South McDonald Street, Suite 230
McKinney, Texas 75069

MARK ENVELOPE:

**IFB No. 07106-05
ROAD MATERIALS: CEMENT TREATED
BASE**

***ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT
BEFORE OPENING DATE AND TIME***

Public opening of bids is scheduled to be held in the Office of the Purchasing Agent, Collin County Courthouse Annex A, 200 S. McDonald Street, Suite 230, McKinney, Texas 75069.

If bidder does not wish to submit a bid at this time, please submit a "NO BID" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than ninety (90) days after opening date.

Collin County is always conscious and extremely appreciative of your time and effort in preparing this bid. Requests for information should be directed to:

Matt Dobecka
Contract Administrator, Purchasing Dept
Collin County Courthouse Annex A
200 S. McDonald Street, Suite 230
McKinney, Texas 75069
Telephone: 972/548-4103 or;
Dallas Metro: 972/424-1460 ext. 4103
Facsimile: 972/548-4694

RESULTS WILL NOT BE GIVEN BY TELEPHONE

COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Quotation.

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.1 If Bidder/Quoter/Offeror does not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses RFP Depot for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Quotation (RFQ), Request For Proposal (RFP) and Request For Information (RFI) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, RFQ's and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via RFP Depot.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Quotes (RFQ), Request For

Information (RFI) submitted electronically via RFP Depot shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Quotes (RFQ), Request For Information (RFI) submitted in hard copy paper form. IFB's, RFP's, RFQ's, RFI's received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initiated by the signer of the IFB/RFQ/RFP/RFI, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Quotation/Request For Proposal/Request for Information and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via RFP Depot, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Officer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. RFP Depot www.rfpdepot.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Officer's receipt of any addenda issued. Bidder/Quoter/Officer shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Officer shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Officers taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Officer shall state these exceptions in the section provided in the IFB/RFQ/RFP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards For Responsible Prospective Bidders/Quoters/Officers: A prospective Bidder/Quoter/Officer must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/ Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of

any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which is rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with a thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, Sixth Floor, Collin County Courthouse, 200 South McDonald Street, Suite 300, McKinney, Texas 75069. All invoices shall show:

- 2.17.1 Collin County Purchase Order Number;
- 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
- 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore,

Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI Solicitation documents as Special Terms, Conditions and Specifications.

IFB NO. 07106-05

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability Insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

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- 3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.
- 3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
- 3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- 3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.4 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.
- 3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Road Materials: Cement Treated Base.

4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe the cement treated base needed by Collin County. Cement shall conform to the Texas Highway Department Standards as set forth in item #524, Standard Specifications for Construction of Highways, Streets and Bridges, 1995 Edition, Texas Department of Public Highways and Transportation.

4.3 Term: Provide for an annual contract commencing on the date of the award and continuing through and including September 30, 2009.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.7 Delivery Time: Collin County shall require Cement Treated based and/or Cement Stabilized Backfill to be either picked up by Collin County Trucks or delivered to various jobsite locates throughout the County. Cement Treated Base and/or Cement Stabilized Backfill shall be available for pickup twenty-four (24) hours after notification from Collin County. Product ordered for delivery shall be delivered to designated locations within twenty-four (24) hours after receipt of an order. Delivery time is an important consideration in the evaluation of the lowest and best bid.

4.8 Delivery Location: Cement Treated Base and/or Cement Stabilized Backfill shall be delivered by the vendor, if required, to various job site locations throughout the County. Locations for delivery will be stated on the Collin County purchase order. Any additional fees associated with the delivery of material shall be included in the bid price.

4.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.10 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.

4.11 Approximate Usage: It is estimated that Collin County's annual requirement will be 4,000 tons of Cement Treated Based and approximately 1,000 tons of Cement Stabilized Backfill. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Commodities will be ordered on an as-needed basis.

4.12 Evaluation: Bidder shall state bid price per ton for material at plant site and give location of plant and mileage to the intersection of Highway 380 and US75 in McKinney, Texas. Due to transportation costs, location is an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to evaluate bids based on estimated County transportation costs. Collin County will have various delivery sites throughout the County

4.13 Specifications:

4.13.1 General Description: Cement Treated Base (CTB) (Item no. 5.3 on bid form), shall consist of aggregate, cement and water uniformly mixed in a central plant in accordance with the following specifications:

4.13.2 Materials:

4.13.2.1 Cement: Cement shall comply with the latest specifications for Portland cement-ASTM C150 (Type I) or Portland-Pozzolan-ASTM C595 (Type IP).

4.13.2.2 Water: Water shall be free from substances deleterious to the hardening of the Cement Treated Base.

4.13.2.3 Aggregate: The aggregate may be any granular material or combinations of aggregates that will, when mixed with adequate amounts of cement and water, produce laboratory mix design Unconfined Compression Test strengths as specified in paragraph 2.5 in accordance with ASTM D 1633 Method "A". The preceding tests will utilize the Moisture-Density Relation as determined by ASTM D-558; AASHTO T-134. The maximum size of aggregate shall pass a 2-inch sieve.

4.13.2.4 Laboratory Mix Design: When requested, mix designs (with water and cement quantities expressed in percent) and test results shall be submitted by the supplier of the CTB material to the Collin County Engineer or their representative.

4.13.2.4.1 Strength Requirements: The unconfined compressive strengths required for the CTB material will be as follows:

4.13.2.4.1.1 Cement Treated Base (CTB) (Item no. 5.3 on bid form): 400 psi-seven days.

4.13.2.4.1.2 Cement Stabilized Backfill (CSB-1) and CSB-2 (Item nos. 5.4 & 5.5 on bid form): 350 psi-seven days.

4.13.3 Equipment:

4.13.3.1 Description: Cement Treated Base or Cement Stabilized Backfill may be constructed with any combination of machines or equipment that will produce results meeting these specifications.

4.13.4 Construction Methods:

4.13.4.1 Central Mixing Plant: The aggregate, cement and water shall be mixed in a pug mill as approved by the Collin County Engineer. The plant shall be equipped with feeding and metering devices that will add the aggregate, cement and water into the mixer in the specified quantities to produce a mixture that will meet or exceed the mix design criteria as stated above. The aggregate and cement shall be mixed sufficiently to prevent cement balls from forming when the mix water is added. The mixing time shall be sufficient to assure intimate and uniform mixture of aggregate, cement and water. The percentage of moisture in the aggregate, at the time of cement application shall be the amount that assures a uniform and intimate mixture of aggregate and cement during mixing operations. It shall not exceed the specified moisture content required for adequate compaction.

Free access to the plant shall be provided to the Collin County Engineer, his inspector and his designated Commercial Testing Laboratory for construction quality control. The mixture shall be hauled to the construction site in trucks having beds cleaned of deleterious material.

4.13.5 Cement Stabilized Sand (Item no. 5.4 on bid form) -1.0 Sacks Cement (CSB-1) per 27 cu. ft. of sand

4.13.5.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASING</u>
2"	100
#200	0-20

4.13.5.2 Plasticity Index (P.I.) shall not exceed six (6).

4.13.5.3 CSB-1 (stabilized sand) shall consist of 1.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

4.13.6 Cement Stabilized Sand (Item no. 5.5 on bid form) -2.0 Sacks Cement (CSB-2) per 27 cu. ft. of sand

4.13.6.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASING</u>
2"	100
#200	0-20

4.13.6.2 Plasticity Index (P.I.) shall not exceed six (6).

4.13.6.3 CSB-2 (stabilized sand) shall consist of 2.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

4.13.7 Cement Stabilizing of County Owned Materials (Item no. 5.6 on bid form) : Vendor shall supply Collin County a stockpile area on site next to vendor's pug mill or mixing plant. This area should be about 400' x 400' for stockpiling of county owned materials (i.e. asphalt tailings, recycled flex base, etc.).

4.14 Fuel Charge: This charge is in addition to the delivery charge.

4.14.1 Bidder shall provide the percentage over the OPIS Dallas/Ft.Worth rack rate. The percentage shall remain firm and fixed for the entire contract period.

4.14.2 Bidder shall furnish OPIS rack price verification for date of delivery with invoicing. Invoice shall show the number of miles to the delivery site and the calculation used to assess the fuel charge.

5.0 BID FORM(S)

5.1 BY SIGNING AND SUBMITTING THIS BID, BIDDER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN, THAT HE HAS VISITED THE SITE, PERFORMED INVESTIGATIONS AND VERIFICATIONS AS HE DEEMS NECESSARY, FAMILIARIZED HIMSELF WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND WILL BE RESPONSIBLE FOR ANY AND ALL ERRORS IN HIS BID RESULTING FROM HIS FAILURE TO DO SO. BIDDER CERTIFIES THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS.

5.2 Prices bid shall only be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations.

ITEM DESCRIPTION	EST. QTY	COLLIN COUNTY'S UNIT PRICE
5.3 CEMENT TREATED BASE (CTB)		
5.3.1 PRICE PER TON AT PLANT SITE		\$ _____ /Ton
5.3.2 PRICE PER TON DELIVERED TO VARIOUS SITES THROUGHOUT COLLIN COUNTY		\$ _____ /Ton
5.4 CEMENT STABILIZED BACKFILL (CSB-1)		
5.4.1 PRICE PER TON AT PLANT SITE		\$ _____ /Ton
5.4.2 PRICE PER TON DELIVERED TO VARIOUS SITES THROUGHOUT COLLIN COUNTY		\$ _____ /Ton
5.5 CEMENT STABILIZED BACKFILL (CSB-2)		
5.5.1 PRICE PER TON AT PLANT SITE		\$ _____ /Ton
5.5.2 PRICE PER TON DELIVERED TO VARIOUS SITES THROUGHOUT COLLIN COUNTY		\$ _____ /Ton
5.6 PRICE TO MIX WATER AND 5.5% CEMENT (TYPE I-ASTM C 150) TO COUNTY STOCKPILED ROAD MATERIALS AS DESCRIBED IN PARAGRAPH 4.13.7 AT PLANT SITE		\$ _____ /Ton
5.7 FUEL CHARGE: BIDDER SHALL PROVIDE THE PERCENT OVER THE OPIS RACK RATE FOR DALLAS/FT. WORTH.		_____ %
5.8 LOCATION OF PLANT SITE: _____		

5.9 MILEAGE FROM PLANT SITE TO INTERSECTION OF HWY. 380/US 75 _____

5.10 PLANT HOURS: _____

5.11 As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

5.12 Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? _____ YES _____ NO

5.13 EXCEPTIONS: _____

5.14 BIDDER REMINDER LIST:

5.14.1 REQUESTED DOCUMENTATION INCLUDED?

5.14.2 ORIGINAL AND FOUR (4) COPIES INCLUDED?

5.14.3 ALL BLANKS COMPLETED ON THIS BID FORM?

5.14.4 COMPLETED COMPANY PROFILE/REFERENCES?

5.14.5 COMPLETED SIGNATURE?

5.15 ADDENDA:

The undersigned acknowledges receipt of the following Addenda which are part of the Bidding Documents:

ADDENDUM NO. _____ DATE: _____ ADDENDUM NO. _____ DATE: _____

ADDENDUM NO. _____ DATE: _____ ADDENDUM NO. _____ DATE: _____

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

☐ WE DO NOT TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE TAKE EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?

☐ Yes ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:

☐ Yes ☐ No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship

☐ Yes ☐ No

General Partnership

☐ Yes ☐ No

Limited Partnership

☐ Yes ☐ No

Corporation

☐ Yes ☐ NoOther ☐ Yes ☐ No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☐ YES ☐ NO

BY SIGNING AND SUBMITTING THIS BID, BIDDER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE BID TERMS AND CONDITIONS AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN. BIDDER HAS VISITED THE SITE, PERFORMED INVESTIGATIONS AND VERIFICATIONS AS DEEMED NECESSARY, IS FAMILIAR WITH THE LOCAL CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND WILL BE RESPONSIBLE FOR ANY AND ALL ERRORS IN BID SUBMITTAL RESULTING FROM BIDDER'S FAILURE TO DO SO.

BIDDER CERTIFIES THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS.

NAME OF BUSINESS:

BUSINESS ADDRESS:

FEDERAL ID #: